



Plano Community Homes House Rules

For all Properties under the Sponsorship of Plano Community Home Sponsor, Inc., the Board of Directors for Plano Community Home, Inc., Plano Community Home Phase III, Inc., Plano Community Home Phase IV, Inc., Plano Community Home Phase V, Inc., Pioneer Place Senior Housing, Inc., Pioneer Place Senior Housing II, Inc., and Fairoaks of Denton, Inc. Referred throughout this document as Plano Community Home Sponsored Properties (PCHSP)

Board Approved, Revised November 1st, 2015

Throughout the following *House Rules* there are references to different properties and some rules may only apply to certain properties. These differences occur because of 1) type of property, 2) year the property was funded, 3) differences in U.S. Government regulations and 4) building design.

The rules set forth here apply equally to the resident and to the resident's family, servants, employees, agents, caregivers, visitors/guests, and licensees. **The resident shall observe these rules, and be held responsible for violations by any of the persons listed above.**

East Campus
1612 Avenue L
Plano, Texas 75074
(972) 423-6058
FAX: (972) 423-9681

West Campus
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Plano, Texas 75075
(972) 867-1905
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1928-1932 Avenue K
Plano, Texas 75074
(972) 424-9800
FAX: (72) 424-9808

Fairoaks of Denton, Inc.
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Denton, Texas 76209
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1 Eligibility

- 1.1 Eligibility for residency at Plano Community Homes is based on U.S. Department of Housing and Urban Development (HUD) guidelines regarding age, financial means as well as the ability to comply with the terms of the lease. Refer to current *Tenant Selection Plan* for each property or current *General Information for Prospective Applicants*. All documents referred to in these *House Rules* can be found in any of the Business Offices.
- 1.2 If the qualifying Resident leaves the apartment, the following will happen:
 - 1.2.1 East Campus:
 - 1.2.1.1 If the qualifying Resident dies, the remaining family member is eligible to remain in the apartment. The remaining family member must pay rent based on their income and will be subjected to the annual recertification process.
 - 1.2.1.2 If the qualifying Resident leaves the apartment for any reason other than death, management must determine if the Resident still residing in the unit meets the eligibility requirements for the project-income, age and disability. If the Resident is not eligible, he/she may not receive rental assistance and must pay contract rent.
 - 1.2.2 Fairoaks, Pioneer Place and West Campus:
 - 1.2.2.1 If the qualifying Resident dies, the remaining family member must meet the eligibility requirements, based on income and age, to remain in the unit. If the remaining person does not meet program guidelines, they must vacate the apartment 14 days after the date of death.
 - 1.2.2.2 If the qualifying Resident leaves the apartment for any reason other than death, management must determine if the Resident still residing in the unit meets the eligibility requirements for the project-income, and age. If the Resident is not eligible, he/she may not remain in the unit.

2 Residence Criteria

- 2.1 Residents receiving HUD assistance must only have one residence and therefore receive assistance only for that one unit. This rule is meant to ensure

that the government pays assistance on only one unit for a family and provides assistance to as many eligible families as possible with available funding.

3 Sole Residence Requirement

- 3.1 Also, a family is eligible for assistance only if the unit will be the family's only residence. PCHSP must not provide assistance to applicants who will maintain a residence away from a PCHSP property in addition to the HUD-assisted unit.

4 Prohibition Against Double Subsidies

- 4.1 Under no circumstances may any Resident benefit from more than one type of HUD assistance.
- 4.2 Residents must not receive assistance for two units at the same time.
- 4.3 Residents must not benefit from Housing Choice Voucher (this assistance follows the recipient) assistance in a unit already assisted through Section 202/8, Section 202 or Section 202 PRAC (this assistance stays with the unit whenever a recipient leaves).
- 4.4 This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property. The assisted tenancy in the unit being vacated must end the day before the subsidy begins in the new unit.

******For more information, review the current Tenant Selection Plan, located at your property's Business Office******

5 Ability to Live Safely and Comply with the Terms of the Lease and PCHSP Policies

- 5.1 Residents who reside in PCHSP buildings must be able to care for themselves with or without assistance and be able to meet the terms of the lease.
 - 5.1.1 All Residents must be able to live at Plano Community Home Sponsored Properties safely without posing a threat or safety hazard to self or others. Such threats include, but are not limited to, behaviors such as repeatedly burning things on the stove or in the microwave, relying on neighbors for assistance, engaging in disruptive behaviors, mismanagement of medications, repeated lockouts and anything which causes another to feel unsafe, insecure and uncomfortable while living in PCHSP communities.

- 5.1.2 When a Resident jeopardizes his/her safety, or the safety of others, or any of the above behaviors, he/she will meet with the Service Coordinator and/or Director of Campus Administration (DOCA) to develop an action plan. Refer to the *Lease Violation Policy*.

6 Reasonable Accommodation

- 6.1 PCHSP is an equal housing opportunity provider and does not discriminate against our Residents with disabilities.
- 6.2 PCHSP provides reasonable accommodations to its Residents with disabilities. If a Resident who has a disability needs to change or have PCHSP make an exception to the usual rules or policies, and/or make a structural modification in order for that Resident to be able to fully use and enjoy our communities, the resident needs to fill out the *Resident Reasonable Accommodation Request Form* or indicates to Management they need assistance in completing the form. Service Coordinators can assist in preparing the documentation as necessary. **Management will then review and consider** each request when an accommodation may be necessary to afford persons with disabilities an equal opportunity to use and enjoy their housing communities.
- 6.3 PCHSP encourages Residents with disabilities to request necessary changes in HOW they meet the terms of the lease or *House Rules*, but it must be understood that Residents are always responsible for meeting such terms.
- 6.4 Should a Resident feel he/she is in need of a reasonable accommodation, they should meet with their Service Coordinator. Refer to the *Reasonable Accommodation Policy and Procedures* for more information.

7 Transfer Policy

- 7.1 Every effort will be made to accommodate an applicant appropriately at initial move in. Transfers will be done primarily to meet a Resident's changing needs.
- 7.1.1 Management will allow in-house transfers, in the following situations:
- 7.1.1.1 Transfers for a verifiable medical reason for a different unit, including the need for a reasonable accommodation, care attendant, first floor unit or an accessible/altered unit.
 - 7.1.1.2 Change in family composition and/or size.
 - 7.1.1.3 Transfer from a unit due to renovation of a previous unit.

7.1.1.4 A Resident who has given indications that he/she will move within the next few months need not be transferred.

7.2 Upgrades: PCHSP East Campus currently has a policy that if an applicant accepts an efficiency apartment, that Resident will have the option to be added to an in-house waiting list for a one bedroom apartment when certain criteria are met.

The criteria are as follows:

7.2.1 The Resident must live in the efficiency apartment for one year before becoming eligible to be offered an upgrade to a one bedroom apartment and the move is at the Resident's expense.

7.2.2 There are no PCHSP specific transfer fees involved, however there may be utility transfer fees incurred by the Resident. Damages caused in the original unit will be assessed in the same manner as if a Resident was moving from any PCHSP apartment. These charges will be billed directly to the Resident.

7.3 It is the responsibility of the Resident to notify the Telephone and Utility companies of a unit change. Any charges related to the change of units are also the responsibility of the Resident.

7.4 The Resident is responsible for paying the new security deposit for his/her new apartment when changing apartments.

7.5 Transferring from one Plano Community Home Sponsored building to another is prohibited by the Department of Housing and Urban Development (HUD). However, transfers for reasonable accommodations can be done with the proper documentation within the same building.

7.5.1 If a Resident wishes to move to another building, the admissions process must start over again. The Resident must fill out a new application and return it to the office. Applications are only available for open waiting lists.

7.5.2 This application will be processed in the same manner as other applicants on the waiting list.

*****Refer to *Tenant Selection Plan and Move-out Procedures* for a more detailed explanation on transferring apartments and moving out of one's apartment.*****

8 Rent

- 8.1 Rent is due on the 1st day of the month.
- 8.2 Rent is late on the 6th day. From the 6th to the 9th days Residents will receive a notice letter for late rent.
- 8.3 Repeatedly paying rent late is in material non-compliance of your lease and can lead to eviction.
- 8.4 Eviction procedures will begin on the 10th day of the month if rent has not been received.
- 8.5 If paying by cash, the EXACT amount must be given at the Business Office. The office is not equipped to give change to cash payments. Staff will not accept payment if not paying the exact amount.
- 8.6 Payments for other than rent must be submitted *separately*. This includes both check and cash payments. If not submitted separately, staff has the right to refuse the payment(s) until submitted properly.
 - 8.6.1 Payments include, but are not limited to, security deposits, pet deposits, damages, electric charges, etc.
- 8.7 To ensure proper posting of your rent, please include your apartment number on your check or money order.
- 8.8 Residents' subsidized rent is based on 30% of the household's adjusted gross income.
- 8.9 There is no set asset limit. The asset portion counted as income is calculated as:
 - 8.9.1 For assets less than \$5,000 actual income earned will be counted as income.
 - 8.9.2 For assets totaling \$ 5,000 or more, a portion of the asset amount is counted as income. Portion can be one of the following:
 - 8.9.2.1 .06% of the total of the asset amount (subject to change by HUD at any time),
 - 8.9.2.2 The interest earned from the asset amount; whichever amount is greater.
 - 8.9.3 The combined total of actual gross income, plus the income earned off assets, must be at or below the current gross income limit to qualify.
 - 8.9.4 There are allowable deductions for yearly medical expenses that can be

verified.

8.9.5 Residents are responsible for paying the cost of electricity, cable and telephone services. Water, sewage and trash removal are included in the rent for all PCHSP.

8.10 Residents are required to reimburse HUD if they are charged less rent than required, due to underreporting or failure to report income. See *Resident Repayment Policy*.

9 Extended Absence from Your Apartment

9.1 Residents shall not be absent from their apartments for longer than 60 consecutive days.

9.2 Resident(s) absence(s) shall not exceed a maximum of 90 days in a twelve month period.

9.2.1 HUD requires that your subsidized apartment be your primary residence and if you are gone for an extended amount of time, your need for affordable housing becomes questionable.

9.3 A Resident may be absent from his/her apartment for verifiable medical reasons up to a maximum of 180 consecutive days.

9.4 In the Resident's absence, he/she is still responsible for paying rent on the first of each month.

9.5 While absent from their apartment for any reason, Residents must not turn off or unplug their refrigerators or turn off their utilities. *(If a Resident's utilities are turned off, there will be a charge to turn them back on.)*

9.6 The Resident(s) is (are) responsible for being present during their four (4) month recertification process each year. The Resident(s) MUST be present for the initial meeting, available to assist in the verification process, answer questions, and gather information as needed and to sign off on the new rent prior to the 30 day notice of the new rent deadline.

9.6.1 If the Resident(s) are unable to comply with this requirement, it is encouraged that he/she gives a 30 day notice to move-out and then reapply if he/she so wishes.

9.7 Residents are required to use the *Notification of Vacation or Absence from Apartment* form to help accurately track the number of days they are gone and to help staff contact Residents in case of an emergency. Failure to complete and submit this document may result in Management determining the

apartment has been abandoned, and will begin the process to terminate both the rental subsidy and occupancy. In addition, all procedures must be followed during any absence to maintain subsidy.

9.7.1 Caregivers/Live-in Aides are not allowed to remain in a Resident's apartment when the Resident is in the hospital, with family, in rehab, on vacation, or out of the country, etc. Refer to the *Live-in Aide Policy* for further information.

10 Abandonment of Unit

10.1 Abandonment is defined by HUD as the "Resident's failure to pay [the] rent due and failure to acknowledge or respond to notices from the owner regarding overdue rent," failure to respond to Recertification Notices, Lease Violation letters, and other applicable correspondence from management or office staff.

10.2 Management "may initiate action to terminate tenancy in response to extended absence or abandonment of unit by the Resident or individual listed on the lease for that unit."

10.3 Management will consider an apartment abandoned if the Resident is absent from the unit for more than 60 consecutive days, or 180 consecutive days for medical reasons. Management's discretion may allow exceptions for extenuating circumstances.

10.3.1 Management may remove personal belongings from an abandoned unit and save for only thirty days (30), during which time the Resident or Resident representative may collect them.

11 Pets

11.1 No bird or animal shall be kept in the building unless the Landlord has approved the proper application, in writing, and a pet deposit of \$300.00 has been paid by the Resident. This fee can be paid all at once, or an initial \$50.00 deposit can be made followed by additional monthly payments of \$10.00 per month up to the \$ 300.00 total pet deposit.

11.2 There shall be no more than two small fur bearing pets in an apartment; there may be no more than two caged birds or two small caged animals per apartment; there is no limit placed on the number of fish, however the fish tank may not exceed ten (10) gallons. Fish and small caged birds such as parakeets, canaries, finches, etc. do not require a pet deposit. Large birds

such as parrots, mina birds, etc. will require a pet deposit.

- 11.3 *Annual Pet Registration* is required and will be verified at the Resident's annual recertification.
- 11.4 Staff members are NOT available to assist with pet care. In the event of an emergency, PCHSP Staff will call the person or persons listed in the pet emergency packet the Resident fills out upon move-in.
- 11.5 *Pet Ownership Rules* have been established and are a part of the Resident's lease. The rule stated above is only a part of the overall *Pet Ownership Rules*. *Pet Ownership Rules* established by the Lease will prevail in all instances.
- 11.6 Pets are not allowed in the elevators. Transfer of pets from one floor to another must be done via stairs.
- 11.7 Refer to *Pet Ownership Rules* for further explanation and rules related to having a pet live with or visit you.

12 Moving Into or Out of Your Apartment

- 12.1 **Please Note: PCHSP Staff is not permitted to move furniture, boxes, household goods, etc. Nor, are they allowed to hook up cable, telephones, satellite television or other personal electronic devices.**
- 12.2 Moving of furniture and other household goods into or out of the apartment is restricted to the period from 9:00 AM -10:00 PM daily.
- 12.3 Waterbeds are not permitted.
- 12.4 Exterior doors and/or elevators are not to be propped open during a move.
- 12.5 Please do not monopolize the elevator when moving; allow other Residents access to and from each floor. Residents are responsible for any damage to the elevator and all of its parts no matter who causes the actual damage, i.e. movers, family members, friends, etc. anytime items are moved in or out of the apartment.
- 12.6 All moving boxes must be broken down before being discarded in the recycle dumpster.
- 12.7 Hallways, elevators, entrances and exits should not be blocked by furniture, boxes, or other items being moved.
- 12.8 Moving trucks, vans, cars, delivery vehicles, etc. may at NO time be parked in fire lanes or blocking entrances and exits to the property or building.

- 12.9 It is the Resident's responsibility to call the electric and phone companies to have the service put in his/her name.
- 12.10 Residents can use any electric company they choose, but must have a current *Release for Average Annual Electric Costs* with the current provider's name and address on file at the office. **The exception is Fair Oaks where the only electric service available is the City of Denton Municipal Electric.**
- 12.11 If the Head of Household decides to move from a PCHSP campus, he/she must complete and submit a *PCHSP 30 Day Written Notice* form according to the instructions on the form.
- 12.11.1 If the Head of Household gives a 30 day notice, the remaining member must vacate the unit at the same time the Head of Household does. For more information, refer to the *Move-Out Procedures*.
- 12.11.2 Written notice will only be accepted if written/signed by the Head of Household, second household member or his/her Legal Guardian.
- 12.11.3 If the Head of Household is medically unable to complete/sign the *PCHSP 30 Day Written Notice* form, the second household member, if applicable, must sign. The final acceptance of the notice will be left up to the Director of Admissions or Executive Vice President.
- 12.11.4 Once a *PCHSP 30 Day Written Notice* form is accepted, as outlined in the *Move-Out Procedures* by the office, it CANNOT be revoked.
- 12.11.5 Once a *PCHSP 30 Day Written Notice* is submitted/accepted the Resident(s) is still responsible for paying the full rent for the 30 day time period or until the final move-out date. If rent becomes due during the 30 day time period, the Resident shall pay the monthly rent **in full** and any credit due will be refunded with the *Security Deposit Notification* form.

13 Cleanliness of your Home and Apartment

- 13.1 Every Resident of all PCHSP campuses shall keep his/her apartment, including patios, flower beds, closets, and hot water closets, in a good state of preservation, cleanliness, safe and sanitary condition, and shall not permit the accumulation of waste or refuse. Waste and refuse is defined as, but not limited to, piles of paper, boxes, old food, clutter, dirty laundry, dirty dishes,

bags of trash waiting to be taken to the dumpster, medical waste, and used incontinence products. Failure to comply with the aforementioned will result in a lease violation protocol, or will affect the continuance of the Resident's housing subsidy.

- 13.2 If you live on a property that has a personal patio or porch, items such as chemicals, rocks, medical or other equipment, or any other items that are not appropriate for outside use, should not be stored on the patio. Any patio furniture, outside patio décor (potted plants, bird feeders, wind chimes, etc.) must be in good repair, clean and functional. Items listed previously must be arranged to allow at least a 36" egress to the apartment door. Management reserves the right to remove, or request the removal or rearrangement of any patio/porch items deemed unsafe, unsightly or offensive.
- 13.3 Residents are responsible for the condition and contents of their apartment. Damage, other than normal wear and tear, whether from misuse, abuse, accident or neglect, or in violation of the rules, shall be charged to the Resident. Charges incurred from outside suppliers/contractors repair said damages shall be charged to the responsible Resident at the invoice price for materials and labor. Staff hours expended in relation to the above will be charged at the employee's regular base rate including taxes, plus applicable fringe benefits.
- 13.4 Annual apartment inspections will be conducted to ensure management is in compliance with HUD's decent, safe and sanitary standard. Each Resident will receive notification as to when this will take place.
- 13.5 The Resident shall not sweep dirt, throw trash or refuse into the building hallway or exterior property from the apartment door, apartment window, patio or porch of the unit. Dirt, trash and refuse must be disposed of in the appropriate receptacles and by following the rules listed in the "Garbage Removal" section of this document.
- 13.6 Grocery and other store carts ARE NOT PERMITTED on PCHSP campuses and therefore should not be used on the flooring or carpet. There is a *City of Plano Zoning Ordinance Section 3-901*, stating that open storage is prohibited in Residential Districts. This includes grocery and store carts. If not complied with, the City may issue a *Notice to Appear in Municipal Court* in an effort to obtain compliance and charge violators a fine.

14 Garbage Removal

- 14.1 No garbage cans, waste, refuse, supplies or other articles shall be placed in the hallways, in the stairwells, stair landings and breezeways or porches of any PCHSP campus.
- 14.2 Please dispose of garbage in the proper trash or recycling receptacles.
- 14.3 Garbage and trash from a Resident's apartment shall be wrapped and/or sealed in the appropriate, strong, well-made trash bags, so that it will not break open, and then placed in the trash chute, trash rooms, or the dumpster. In summation, **NO PAPER OR PLASTIC GROCERY BAGS** (such as bags from Walmart, CVS, Target, Grocery stores, etc.) **ARE TO BE USED FOR GARBAGE AND PASSED THROUGH THE TRASH CHUTES** where applicable. All bags must be securely tied and lids replaced on the bins.
- 14.4 Where applicable, **DO NOT** leave trash in the 2nd and 3rd floor trash chute rooms. If the chutes are full, it is the **RESIDENT'S** responsibility to take his/her garbage to the trash room or dumpster.
- 14.5 **DO NOT** use courtyard or lobby trash cans for apartment trash or as personal trash barrels.
- 14.6 If family or home health staff, etc. empty trash for a Resident, it is the *Resident's* responsibility to ensure all garbage removal rules are followed.
- 14.7 For any building with trash chutes, it is imperative that any garbage put through the trash chute be of an appropriate size to go down the chute without getting stuck.
 - 14.7.1 The following items should not be disposed of through trash chutes where applicable, or left in trash rooms or left on the floor in trash rooms: liquids, cat litter, glass bottles/jars, or any heavy, toxic, breakable, etc. These items must be bagged securely and appropriately, and taken to the exterior dumpster for disposal.
 - 14.7.2 Raw garbage such as cantaloupe rinds, watermelon rinds, meat trimmings, i.e. compost materials, must be bagged securely and appropriately, and placed in trash chutes or trash rooms in a fashion ensuring the garbage bags will not split or break open.
 - 14.7.3 Any extra cleaning/deodorizing expenses incurred as a result of failure to follow the above mentioned rules will be the responsibility of the violating resident.

- 14.8 Boxes and large items that do not fit in the trash chute shall be taken directly to the dumpster and **BROKEN DOWN** as best as possible and placed in the dumpster/recycling dumpster.
- 14.9 Dog and pet feces must be picked up, wrapped in strong well-made plastic trash bags and put in the outside dumpster **NOT** in trash cans, chutes, and trash rooms.
- 14.10 There shall be no items placed or left around the dumpster. All items must be placed inside the dumpster. This includes beds, furniture, lamps, appliances, etc. If a Resident is found to be in violation of this rule and any costs are incurred for the removal of such items, the costs will be passed onto the violating Resident. If he/she violates this rule during move-out, the costs will be deducted from the Resident's security deposit.
- 14.11 Because it is unsanitary, unsafe, and unhealthy, residents are strongly discouraged from retrieving items from the trash or recycling dumpsters for personal use. It is not acceptable for any resident, family member, friend, volunteer, employee or any other person to dig through or climb into the trash cans or dumpsters to retrieve any discarded item. Any item discarded into the trash or recycling dumpster should **NOT** be brought back into any PCHSP building. If you witness any of this activity, please report it to the office immediately.
- 14.12 If recycling containers exist in your building or on your campus, Residents are encouraged to recycle.
- 14.12.1 Be sure to rinse any items and put only the appropriate items in the recycling bins.
- 14.13 If unwanted deliveries, such as phone books, are delivered to your door they may not remain in the hallway or patio area. It is the Resident's responsibility to dispose of them in accordance with these House Rules. Items such as phonebooks can be placed in the recyclable trash receptacles.

15 Damage to your Apartment

- 15.1 Upon move-in, each Resident signs an *Apartment Inventory Checklist* which identifies any problems or concerns which need to be corrected as well as making sure that the appropriate charges are made upon move-out.
- 15.2 Charges may also be billed during a Resident's tenancy based on the discovery of the damage(s) any time the apartment is entered by a staff member or

PCHSP representative.

15.3 Each Resident(s) pays a security deposit which is held in the bank until the Resident(s) moves-out.

15.3.1 Security deposits are calculated by adding a Resident's rent and the utility allowance (if applicable) together at initial move-in.

15.3.2 Security deposits are returned to the Resident 30 days after the final move-out date as defined in the *Move-Out Procedures*.

15.3.2.1 The amount returned is based upon any damages above and beyond normal wear and tear, outstanding balances, cleaning required beyond our standard make-ready time, court charges if applicable, etc.

15.3.2.2 Normal wear and tear is defined as wear or spoiling which occurs without negligence, carelessness, accident or abuse.

15.3.2.3 Normal wear and tear is also determined by the amount of time a Resident has lived in the apartment, the use of appliances, flooring, bathroom equipment, etc. and their depreciated values.

16 Material Non-Compliance

16.1 Material Non-Compliance is defined as "repeated minor violations or a single major violation constituting material non-compliance of your lease may lead to the termination of a Resident's tenancy."

Examples include, but are not limited to:

16.1.1 Failure to submit required evidence of citizenship or eligible immigration status,

16.1.2 Failure to disclose and verify social security numbers,

16.1.3 Failure to sign and submit consent forms allowing verification of information regarding the Resident's income and eligibility,

16.1.4 Resident knowingly provides incomplete or inaccurate information,

16.1.5 Lying during an investigation, making up stories or embellishing the truth about others or certain occurrences, false accusations are considered fraudulent.

16.1.6 Extended absence or abandonment of the unit as described in these *House Rules*, and

16.1.7 HUD defines Fraud as “Any intentional deception designed to deprive the United States unlawfully of something of value or to secure from the United States for an individual a benefit, privilege, allowance, or consideration to which he or she is not entitled. Deceit, trickery, or breach of confidence, used to gain some unfair or dishonest advantage. Any illegal act that causes HUD to lose taxpayers monies. (HUD, Office of Inspector General December 2005, Notice “About Fraud Prevention”)

16.1.7.1 Management must handle fraud as a civil violation and may handle fraud as a criminal violation.

16.1.7.2 Repeated minor violations that:

16.1.7.2.1 Disrupt the livability of the property

16.1.7.2.2 Adversely affect the health or safety of self or any person, or the right of any Resident to the peaceful enjoyment of the property.

16.1.7.2.3 Interfere with the management of the property or have an adverse financial effect or negative impact on the property or PCHSP Organization.

Examples include, but are not limited to:

16.1.7.2.3.1 Resident allows unauthorized occupants to stay in his/her apartment.

16.1.7.2.3.2 Resident fails to pay his/her utility bills

16.1.7.2.3.3 Resident damages, destroys, or defaces the unit or property

16.1.7.2.3.4 Resident fails to pay the cost of all repairs caused by carelessness or neglect or accident on the part of the Resident.

16.1.7.2.3.5 Nonpayment of rent due under the lease.

16.1.7.2.4 Per HUD, if you commit fraud to obtain assisted housing, you could be:

16.1.7.2.4.1 Evicted from your apartment or

house.

- 16.1.7.2.4.2 Required to repay all overpaid rental assistance you received.
 - 16.1.7.2.4.3 Fined up to \$ 10,000.
 - 16.1.7.2.4.4 Imprisoned for up to five years.
 - 16.1.7.2.4.5 Prohibited from receiving future assistance.
 - 16.1.7.2.4.6 Subject to State and Local Government penalties.
 - 16.1.7.2.4.7 (HUD, Office of Inspector General December 2005, Notice “About Fraud Prevention”)
- 16.2 Failure to fill out and submit the *Absence from Unit Form* each time a Resident spends the night away from their apartment.
 - 16.3 Failure to report absences to the office at all.
 - 16.4 Failure to register overnight guests.
 - 16.5 Breaking any PCHSP or HUD rules.
 - 16.6 Allowing anyone not on the lease to violate the guest policy, or allow anyone not on the lease to exceed the allowable number of approved days as stipulated in the *Guest Registration Form*.

17 Theft and Vandalism

Stealing And Acts Of Vandalism Are Illegal.

- 17.1 Please do not remove articles from common areas, including garden plots, patios, flower beds, community rooms, or anywhere on a PCHSP campus that do not belong to you.
- 17.2 Residents should only utilize PCHSP campus belongings such as furniture, wall décor, lamps, outdoor furniture or other items in their proper designated location. These items should never be removed from PCHSP property, nor should these items be removed and used in Resident’s apartments or on patios and porches for personal use.

- 17.3 Management will call the police when suspected theft or vandalism occurs and prosecute as deemed appropriate.
- 17.4 Residents are responsible for contacting the police if they are a victim of theft or vandalism.

18 Illegal Substances

- 18.5 PCHSP supports drug free housing. As such, any Resident, any member of the Resident's household, a guest, visitor, caregiver, family member, etc. shall not engage in criminal activity, including drug-related criminal activity, on PCHSP campus or premises.
- 18.5.1 "Drug-related criminal activity" is identified as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act USC 802. Drug-related criminal activity includes any "synthetic versions" of the aforementioned controlled substances.
- 18.5.2 The dwelling unit shall not be used for, or to facilitate, any criminal activity, including drug-related criminal activity, regardless of the status of an individual engaging in such activity. As well, the Resident shall not permit anyone to engage in the manufacture, sale, or distribution of illegal drugs or controlled substances at any location, whether on the property or premises.

19 Annual Recertification

- 19.1 Residents are required to complete the recertification process annually. Rent will be computed by the DOCA according to HUD regulations and may increase or decrease, according to changes in information gathered.
- 19.2 Residents are expected to follow all aspects of the recertification process in the manner designated by DOCA and HUD. This includes signing all recertification paperwork and every revision thereafter.
- 19.2.1 If you live at East Campus and do not complete your recertification process before the anniversary date, you will lose your housing assistance and will be responsible for paying the full contract rent. You will also be given notice to vacate. The next step will be a letter sent to you specifying the amount of unsubsidized rent you will be

required to pay during the required minimum days of “the notice to vacate period.” This rent increase will be made without additional notice.

- 19.2.2 If you live at Fair Oaks, Pioneer Place or West Campus and you do not comply with the recertification process, eviction procedures will be put into effect for noncompliance. The eviction process will be the most expeditious procedure allowed under the law.
- 19.3 The HUD 50059 form, which shows the Resident’s new rent, must be signed by the end of the month in which the new rent letter was received.
 - 19.3.1 At the East Campus location, if the Resident chooses not to sign the recertification documentation, by default, this results in both the Resident allowing their contract to expire and the surrender of their rental subsidy. The Resident is expected to pay contract rent and turn in a 30 day notice to avoid an official eviction process.
 - 19.3.2 At Fair Oaks, Pioneer Place and the West Campus, Residents will be evicted for noncompliance with the lease requirement to recertify annually.
- 19.4 According to the ***FACT SHEET for HUD ASSISTED RESIDENTS***, applicant(s)/Resident(s) are required to report all income from all sources and all assets, both located in the USA or in another country, in order to determine eligibility and appropriate rent.
 - 19.4.1 It is the Resident’s responsibility to report all income from all sources, located in the U.S.A or in another country, for PCHSP to determine eligibility and appropriate rent. This includes, but is not limited to, any sum of money no matter how great or small from full or part-time employment, Social Security, Supplemental Security Income, disability compensation, Veterans Administration payments, company or government pension, unemployment compensation, any income from rental property, interest from dividends on assets, annuities, mineral rights, regular monetary contributions from family or friends, all income from welfare agencies, Unemployment Compensation, any retirement payments, baby-sitting, income from rental property or payments from sale of property, interest from all assets, cash located in banks (checking, savings, money markets, C.D.’s IRA’s, stock/bonds real estate, land, homes, etc.), security deposit boxes (at home or stored anywhere else), dividends, annuities, periodic and determinable allowances such as alimony and child support payments and regular cash contributions or gifts received from organizations or

from persons not residing in the dwelling. Examples of such contributions include but are not limited to: household items made on your behalf, or gifts in kind, utility, car, insurance payments, gas, haircuts, clothes etc. and ANY other sources of income.

- 19.4.2 Any Resident(s) reporting no income, or any Resident(s) reporting their only income is provided by person(s) outside their dwelling, are mandated to meet HUD's requirement that their income be verified every 90 days.
- 19.4.3 It is the Resident's responsibility to report any and all assets or investments. Residents must report all assets and investments such as the cash value of life insurance policies, cash located in banks, security deposit boxes, at home or stored anywhere else; money in all checking, savings or credit union accounts, all money markets, shares CDs, stocks and bonds, IRAs, real estate, land and homes.
- 19.5 Residents are prohibited from running any business from their apartments, unless the business meets the criteria listed in the *Resident Business Policy*. This policy must be signed at move-in and annual recertification, regardless of whether you run a business or not. Any work outside the home including, but not limited to, care giving/babysitting, which results in monetary or in-kind income, MUST be reported as part of the recertification process every year.
- 19.6 **FAILURE TO REPORT ANY INCOME OR ASSETS IS FRAUD.**
- 19.7 Residents are required to reimburse HUD if they are charged less rent than required due to underreporting or failure to report income. Residents can repay 1) in a lump sum payment 2) by entering into a repayment agreement or 3) a combination of the 1) and 2). Residents who do not agree to repay amounts due to HUD will be in non-compliance with their lease and may be subject to termination of tenancy.
- 19.8 If it becomes necessary to enter into a repayment agreement between the Resident and PCHSP, any late or missed payments constitute default of the repayment agreement and may result in termination of assistance and/or tenancy.
- 19.9 In addition, failure to abide by a repayment agreement will result in the following:
- 19.9.1 Termination of HUD 202/8 housing assistance beginning the first

day of the month following non-payment, and Resident will be required to pay full contract rent if Resident lives at East Campus (202/8).

19.9.2 Termination of tenancy (eviction) and housing assistance for material lease violation beginning the first day of the month following non- payment if Resident lives at West Campus, Pioneer Place or Fairoaks (Project Rental Assistance Contract-PRAC).

19.9.3 Denial of assistance in any other property owned or managed by Plano Community Home or any other HUD subsidized property due to negative landlord reference.

19.9.4 Non-compliant Resident will be reported to appropriate federal enforcement organizations for investigation of potential fraud (Office of the Inspector General, Department of Justice and other such federal agencies).

19.10 There are penalties for providing false information and failure to provide required information. These penalties include eviction, loss of subsidy assistance, fines up to \$ 10,000 and imprisonment up to five (5) years in a federal penitentiary.

19.11 Any changes in income, which are equal to or greater than \$ 200.00 monthly, should be reported to the DOCA IMMEDIATELY upon such a change. Residents are also encouraged to report changes in assets and medical expenses immediately, as well.

20 Entering Resident Apartments

20.1 For the safety of our Residents, all employees have been issued a company nametag to wear while on duty. Do not admit anyone into your apartment who is not wearing a PCHSP nametag.

20.2 Neither employees nor contractors will enter a Resident's apartment without notice before 9:00 AM or after 7:00 PM, except in an emergency situation, including probable cause of health or welfare.

20.3 Contractors/subcontractors/vendors will be accompanied by an employee or representative of a PCHSP building.

20.3.1 There may be times, as in an emergency situation, when staff is unable to accompany non-employees.

20.4 Landlord may also enter the premises at any reasonable time for any reasonable purpose with or without notice.

20.5 The agent of the Landlord, and any contractor or workman authorized by the Landlord, may enter any apartment at any reasonable hour of the day for the purpose of:

20.5.1 inspecting such apartment to determine whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

20.5.2 completing work orders or performing routine maintenance.

21 Other “Record Keeping” Residential Responsibilities

21.1 Residents will receive notifications, updated policies, interim formal HUD paperwork, letters and other forms of documentation that will need to be signed in a timely manner and returned to the office. Failure to do so will result in loss of tenancy.

22 Pest Control and Resident Responsibilities

22.1 Each Resident shall keep his/her apartment in a good state of preservation, clean and sanitary, and shall not permit accumulation of waste or refuse. Waste and refuse is defined as, but not limited to, piles of paper, boxes, old food, clutter, dirty laundry, dirty dishes, and bags of trash waiting to be taken to the dumpster, medical waste, and used incontinence products.

22.1.1 Pest control fees resulting from un-cleanliness, poor housekeeping, refusal of service, etc. will be billed to the Resident(s) responsible for the pests. Repeated offenses may result in lease violation procedures, up to and including eviction.

22.2 Residents will be responsible to report any and all insect activity as soon as possible through the proper channels, i.e. the business office, maintenance or Service Coordinator.

22.3 In case of infestation, the pest control company will determine the likely causes of the infestation and what actions need to be taken to control the infestation and ensure it does not re-occur. The Resident will be expected to follow the recommendation of the pest control company and Management.

22.4 PCHSP offers new Residents the service of inspecting their possessions for possible infestations within 48 hours of the Resident’s complete move in.

22.5 If the Resident is found to have introduced an infestation of any sort onto any

PCHSP campus, and refuses to comply with the policies instituted herein and by the recommendations of the contracted pest control company, the Resident will be subject to possible *Lease* and *House Rule* violations. PCHSP has a zero tolerance policy in place. Violations will be dealt with immediately and protocol strictly enforced.

- 22.6 Any family member, guest, home health worker, service provider, etc. visiting the Resident and found to have introduced an infestation of any sort onto any PCHSP campus, will not be allowed back onto the property without proper documentation of eradication of said pest.
- 22.7 PCHSP also reserves the right to inspect the Resident's apartment at any time to ensure all guidelines are being met in order to prevent any and all future infestations.
- 22.8 House Rules must be followed by adhering to keeping the apartment clean, following instructions given prior to any pest treatments, dispensing of all dry goods, furniture, decoration, etc. which are, or may be, contaminated.
- 22.9 Residents are expected to cooperate with treatment efforts by allowing for treatment of clothing and furniture, and refraining from placing infested furniture or other items in common areas such as hallways, community rooms, community kitchens, etc.
- 22.10 For additional information, refer to the *Integrated Pest Management Plan*, signed upon move-in and yearly at recertification.
- 22.11 Apartments are scheduled for routine pest control on a quarterly basis. Residents are not allowed to refuse access and treatment to their apartments for pest control purposes. *Refusing scheduled or needed pest control treatment is a lease violation.*
- 22.12 At Plano Campuses, pest control schedules are posted in the first floor lobby areas. Fair Oaks pest control schedules are posted beside the mailboxes. Posted schedules are subject to change without notice.
- 22.13 Regardless of the schedule, all pest control issues should be reported to the office immediately upon discovery.

23 Keys

- 23.1 Apartment and building keys will be distributed to Residents only. Family members who want keys must have the Resident obtain keys for them. All Plano campuses have secure building entrance door keys which cannot be duplicated.

- 23.2 Residents may check out up to two (2) additional secure building entrance door keys per apartment, during their residency. A security deposit, equivalent to the current cost of each key, will be required.
- 23.2.1 This security deposit is refundable upon move-out (or early return) if the key(s) are returned and in good condition.
- 23.3 Once each Resident of an apartment has received secure building entrance door keys and has checked out two additional exterior door keys, that apartment is no longer eligible for exterior door key replacement if lost, damaged, etc.
- 23.4 All keys are to be returned at move out. If not, the cost of any missing keys will be charged against the Resident's security deposit.
- 23.5 If applicable, PCHSP issues a store room lock and key, to each apartment. If a Resident chooses to use a personal lock and key, a key to the Resident's personal lock shall be provided to the DOCA during tenancy. In addition, the PCHSP provided lock and key shall be returned to the DOCA at the same time the Resident provides a duplicate key to the DOCA.
- 23.5.1 If keys are lost or personal keys are not provided, management has the right to cut off the lock if necessary during emergency, eviction, move-out, lease violation etc.
- 23.5.2 The cost of a new lock and key(s) may be charged to a Resident or against the security deposit if applicable.
- 23.6 Changing or adding of any additional locks inside Resident apartments, or elsewhere on PCHSP, is NOT permitted except in storage areas as mentioned above.
- 23.7 Chain locks are NOT PERMISSABLE. If you install a chain lock, it will be removed upon discovery.
- 23.8 Should a Resident lose his/her keys, the office will charge the Resident the current cost of keys as listed on the *Key Request* form to be replaced.
- 23.9 The Resident is responsible for completing a *Key Request* form for new or replacement keys. The staff will do its best in getting keys to the Resident within two (2) business days if submitted before noon on a business day.
- 23.10 Should a Resident want a lock changed, he/she will be charged the actual cost to do so.
- 23.11 If a Resident gets locked out of his or her apartment, he or she should call or go to the office. If it is during the night when Resident Managers are on

duty, he or she should call the office number, if possible, before knocking on the Resident Manager's apartment door.

- 23.12 Repeated lock-outs, if intentional, may result in lease violations.
- 23.13 Applicable to Fair Oaks only: Fair Oaks Residents may temporarily check out a community room key from the office during normal business hours for afterhours use. This key must be returned the next day to the staff member on duty.

24 Water Related Issues

- 24.1 Bathrooms, tubs/showers, lavatories/sinks, commodes and other water fixtures in the building shall not be used for any purpose other than those for which they were intended. Because of damage caused by water overflow, saturation, moisture, laundry soap damage to pipes, etc., Residents are not allowed to do laundry in the bathroom tubs or sinks, nor should wet clothes be hung on the handrails to dry. Laundry rooms are provided for Resident convenience on each property.
- 24.2 Articles such as, but not limited to, sanitary napkins, tampons, gauze bandages, diapers, rags, facial tissues, food, cat litter or other inappropriate items, shall not be placed into, or disposed of in commodes or other water fixtures. These items need to be secured in a bag (refer to *Garbage Removal* on pages 22-24) and put into the trash chute or trash can in the trash room or dumpster.
- 24.3 Any damage resulting from negligence, carelessness, accident or abuse of commodes, showers, drains, sinks, plumbing pipes or other water fixtures, shall be paid for by the Resident in whose apartment the damaging source originated.
 - 24.3.1 All service fees, cost of damage and restoration, renovation fees, etc. incurred by PCHSP will be billed in full to the Resident in whose apartment the damage originated or to the Resident who created the damage. Such fee shall be paid in full by the Resident once billed.
- 24.4 Residents shall work with the staff to conserve water. Wasting water by intentional abuse or neglect is a lease violation.
- 24.5 Some "on-tap" water filtration systems are allowed. Other more extensive water purification and filtration systems, such as but not exclusive to, the "on-counter" or "under sink" types are not allowed. Under no circumstances are Residents allowed to have an outside vendor/party install any type of water

filtration system in the apartments. Stand-alone water dispensers, such as “Sparkletts” or “Ozarka” that are not connected to our water/plumbing system, are allowed.

25 Light Bulbs

- 25.1 All light bulbs for original fixtures, which are hardwired to your apartment, will be paid for by PCHSP buildings and installed by PCHSP building staff.
- 25.2 Residents shall not install, nor have others install, bulbs larger than the approved wattage size for the light fixture. Damage from such, or misuse, shall be charged to the Resident.
- 25.3 Bulbs for all personal lighting fixtures are the Resident’s responsibility including purchase and installation. PCHSP recommends using energy efficient bulbs.

26 Work Orders

- 26.1 Residents shall submit work orders to the office in order that the necessary work can be done to prevent damages. Failure to report Work Orders immediately upon discovery is a lease violation.
- 26.2 **Maintenance personnel are not permitted to complete repairs without a written work order request. Residents shall not stop maintenance personnel in the halls or on the property to ask for a work order, repair or assistance.**
 - 26.2.1 Residents shall not interfere with maintenance and/or other staff affecting their ability to do their work.
- 26.3 Unfortunately, PCHSP staff does not have extra time to accommodate personal requests such as hanging pictures, putting furniture and the like together, moving furniture, fixing broken appliances, setting clocks, lifting packages from a Resident’s car or the office to the Resident’s apartment, etc. Residents shall refrain from making these requests of staff because it is difficult for the staff to have to say “no”. Please do not put any of our staff members’ jobs in jeopardy with these types of requests.
 - 26.3.1 If a Resident is unable to find a family member or friend to assist him or her with personal needs, such as those listed above, the Service Coordinator may have some resource information available to assist the Resident(s).

- 26.4 Residents shall not ask Maintenance personnel, or any staff member, for personal favors. Residents shall not hire PCHSP staff for any purpose at any time.
- 26.5 Maintenance staff must be able to access the area to be worked on. If the area is not accessible, extremely dirty, etc. the *Work Order* request will be delayed in its completion while the Resident makes the area accessible.
- 26.6 Completion of all Work Orders will be done in as minimal amount of time as possible. Delays may be a result of requisitioning supplies, parts, staff shortage, etc. or because of failure of the Resident to allow Maintenance access to the unit.
- 26.7 If the problem persists or reoccurs, Resident shall submit a new Work Order to the Business Office for any further work or maintenance necessary, similar to or identical in nature to an initial work order.
- 26.8 Maintenance is not permitted to clean up an apartment after pest control treatment, medical emergency, etc.

27 Request for Change Form

The following sections require a *Request for Change* form:

27.1 Doorbells

- 27.1.1 Residents shall not install door chimes without prior written approval of the management. Submit a *Request for Change* form to the office.
 - 27.1.1.1 Any chimes so installed become part of the apartment and must be left in place upon move out.

27.2 Floor Coverings (Carpet and Vinyl Flooring)

- 27.2.1 Carpets and vinyl floor coverings in Resident apartments are not cleaned by PCHSP staff. After move-in, Residents shall clean their carpet and vinyl floor coverings when necessary to maintain a clean and serviceable environment.
- 27.2.2 If a Resident's carpet needs cleaning, he/she can hire a professional or rent a carpet cleaner from a discount/grocery store at the Resident's expense and clean the carpet themselves. PCHSP Management can require a Resident clean the carpet if they deem the carpet is non-serviceable and poses a health risk to the Resident.
 - 27.2.2.1 In order to maintain the standard of living set forth by HUD,

any stains to the carpet or tile should be removed as soon as possible by the Resident.

27.2.2.1.1 Should stains be a result of an injury, illness or accident involving bodily or pet fluids, it is the Resident's responsibility to make arrangements with family or an outside service to have the carpets cleaned and sanitized within 48 hours if he/she is unable to do so themselves.

27.2.2.1.2 Failure to do so will result in management making arrangements for such cleaning and sanitizing; the Resident will be billed the full amount.

27.2.2.2 Any proposed change to flooring MUST be submitted to the office on a *Request for Change* form for approval PRIOR to making any changes. Any improvements/changes to the apartment must remain with the apartment upon move-out.

27.2.2.3 Residents shall not install, nor remove, any carpet without prior written approval from management. If at any time, a Resident chooses to purchase his/her own carpet, the color and quality of carpet must be compatible with PCHSP building standards. This requires completing a *Request for Change* form.

27.2.2.3.1 When a Resident has lived in his/her apartment for 8 years, he/she is eligible to have the carpet replaced. This information is kept on file in the office and the office will send the Resident a letter with the criteria included.

27.2.2.4 Residents shall not install nor remove any tile flooring without prior written approval from management. If at any time, a Resident chooses to purchase his/her own tile, the color and quality of tile must be compatible with PCHSP building standards. This requires completing a *Request for Change* form. The normal life of the vinyl tile in a Resident's apartment is approximately 15 years. Tile replacement may be done at the expense of Plano

Community Homes before this 15 year mark on an individual basis, based on certain factors. These factors include, but are not limited to, foundation movement, damage, and excessive wear and tear.

28 Painting

- 28.1 The policy for PCHSP buildings regarding painting is that upon reaching eight (8) years of residency, the Resident(s) is eligible to have the entire apartment re-painted.
- 28.2 There is a set criteria that must be met in order for a Resident's apartment to be painted. When eligible, the office will send the Resident a *Paint Offer Letter* with the criteria included.
- 28.3 When eligible for repaint, if the Resident decides to change the color of his/her apartment, the Resident is expected to cover the cost of the colored paint. Management will pay for the labor. If a Resident chooses to maintain the current neutral color, management will cover the cost of the paint.
- 28.3.1 The Resident will need to buy a total of five (5) gallons of paint approved by management. There is a maximum of two (2) colors allowed in an apartment.
- 28.3.1.1 One (1) gallon for the Bathroom
- 28.3.1.2 One (1) gallon for the Kitchen
- 28.3.1.3 Three (3) gallons for the living room and bedroom.
- 28.4 Any delay in paint purchase/delivery or failure to cooperate by meeting deadlines, etc. will result in losing privileges to paint or to have a color choice.
- 28.5 All ceilings are to be painted with neutral color paints approved by management at move out or when the Resident is eligible to have their apartment repainted.
- 28.6 Any cost incurred beyond normal wear and tear will be charged to the Resident. Upon move out, the Resident is responsible for all costs related to repainting the apartment to the standard PCHSP colors. This includes painting over any color change made by the Resident during tenancy.

29 Window Coverings

- 29.1 As of October 2004, mini blinds shall be installed at the time of a make-ready instead of drapes. Residents who still have original PCHSP drapes may remove them and turn them into the office. Proper documentation is needed for move-out inventory.
- 29.2 Residents who want to put drapes up of their own may do so, at any time and replace them with drapes of their own choosing provided the drapes are white, off-white or have a backing so they appear white from the outside.
- 29.3 In the absence of written documentation, the Resident is subject to the cost of replacing the drapes/blinds.
- 29.4 Mini-blinds or shades may be purchased and installed by the Resident at the Resident's expense, provided they are installed properly and are white or off-white from the outside. The Resident is responsible for installation, not PCHSP staff.
 - 29.4.1 These installed mini-blinds and/or shades become the property of PCHSP buildings upon the Resident's move-out.
- 29.5 Each window of the building shall have a screen. Screens shall not be removed from windows at any time unless in the case of an emergency.
 - 29.5.1 Immediately report any screens that are damaged or missing from the windows to the office.
- 29.6 Apartment drapes and/or blinds are not normally replaced during the course of one's tenancy. Upon reaching eight (8) years of residency, Residents are eligible to have blinds replaced if necessary.
- 29.7 If the Resident is responsible for any damage or neglect to the window coverings before the eight year period, he/she will be charged for new window coverings and installation.

30 Decorating

- 30.1 Residents shall use only small nails and specially designed picture hooks for hanging pictures and decorations.
- 30.2 Windows must not be blocked by any furniture, boxes, decorations, etc. as windows are considered an "emergency egress"; i.e. a route to remove a Resident from the apartment in case of fire. If firemen, emergency personnel or PCHSP staff are unable to gain access to the apartment via the front door,

they will use the window as an alternate entryway.

- 30.3 Damage caused by the use of "toggle bolts," "molly bolts," or similar fasteners will be charged to the Resident at move-out.
- 30.4 Nails and decorative stickers shall not be used when decorating apartment doors. Over-the-door hangers shall be used instead.
- 30.5 Contact paper shall NOT be installed in any drawer or cupboard. The residue is a breeding ground for roaches and very sticky to clean up.
- 30.6 Any changes to the apartment, replacing light fixtures, painting, borders, etc. must be approved by the DOCA PRIOR to making the changes to the apartment. The Resident must submit a *Request for Change* form to management for approval.
 - 30.6.1 If a change has been started or completed without prior approval, the Resident will be required to submit a completed *Request for Change* form. If the request is denied, the Resident is responsible for returning the apartment to its original condition at the Resident's expense.
 - 30.6.2 Upon move out, the Resident is responsible for all costs related to repainting the apartment to the standard PCHSP colors. This includes painting over any color change made by the Resident during tenancy.
- 30.7 Any improvements or additions become part of the apartment and shall remain in the apartment at move out.
- 30.8 Decorative string lights, extension or electrical cords, or any types of decorations or trinkets, must not cross the door thresholds, nor be placed on the wall or walls surrounding the door frame. They can be attached to the door or door frame with tape or non-puncturing products.

31 Ceiling Fans

- 31.5 Ceiling fans, other than those previously installed by management, are not permitted in any PCHSP apartment. Residents shall not install ceiling fans, as some buildings were not built to accommodate the weight of ceiling fans, and the breaking of the ceiling fire wall is not permitted. Some apartments are not designed electrically for such equipment.

32 Garden Rules

- 32.1 On applicable properties (all properties but East Campus), assigned garden plots and/or common area flower beds are assigned by PCHSP staff. Due to the limited availability of the garden plots and to make it fair to all Residents, garden plots are reassigned on an annual basis.
- 32.2 Planting shall be done in the designated gardening areas on campus.
- 32.3 Plants shall not hang over onto the sidewalk or into the driveway.
- 32.4 PCHSP Management reserves the right to remove mops, table legs, nails, chairs, boxes, overgrown plants, or other unsightly supports from garden areas, flower beds, or patios/porches, if they become a fire safety issue or a tripping hazard.
- 32.5 Plastic milk jugs or any other gardening tools such as hoes, rakes, unsightly accumulation of gardening or other materials, unfinished projects, etc. shall not be left in or around gardens or patios/porches. Items shall be stored in the Resident's apartment, Resident storage cage, where applicable, or areas designated by PCHSP Management.
- 32.6 Residents shall recoil hoses properly when finished watering.
- 32.7 When keeping gardens and flower beds weeded, Resident's must put the weeds in the trash dumpster. Discarded plants or pulled weeds should not be left on the sidewalks, roads, or grassy areas.
- 32.8 Residents who pick flowers and vegetables from other's gardens or flower beds are stealing. People who do not follow the garden rules will lose their plots and receive *Lease Violation* notices accordingly.
- 32.9 Residents are responsible for following city water restrictions guidelines when watering garden spots, flowerbeds, etc. and are expected to pay any fines incurred when water restriction mandates are being enforced by the City. EVERYONE must adhere to Watering Restrictions enforced by the City of Plano and Denton.
- 32.10 Residents are responsible for following all city ordinances and codes. These ordinances include, but are not limited to, the prohibited use of human excrement and human urine as a fertilizer for garden plots. Residents assume responsibility for the use of the assigned garden plot regardless of the relationship of any offender, and are expected to pay any fines incurred when such ordinance and/or code is cited by city code and law enforcement officials. (PCHSP is not responsible for any citations or payment of

citations issued. Should a plot be issued a citation, it will be passed on to the assigned gardener to incur the full cost and any required action.)

32.11 The Garden at Fair Oaks of Denton:

32.11.1 The apartments at Fair Oaks have flowerbeds in front of their entrance which are shared with neighbors. Both the Residents and Master Gardeners plant and care for these areas. Plants and flowers are donated to Fair Oaks or purchased with donated money. Residents may make a request for certain plants or flowers, and when possible the Master Gardeners will fill the request. Residents can also purchase plants through the Master Gardeners for planting. In order to coordinate the purchase of plants or flowers with the Master Gardeners, Residents should use the sign-up sheet located in the community room. They may also use this sheet to let the Master Gardeners know if they would like to work and plant in the beds themselves or if they wish to have the Master Gardener's plant and care for their bed.

32.11.1.1 Fair Oaks welcomes any Resident who would like to help with any stage of the creation, maintenance or preservation of the gardening process. The Master Gardeners do request if a Resident is interested in helping, the Resident check with one of their representatives to ensure their assistance is conducive to the current growth phase of the garden, and it is also within the year's gardening plan and will not adversely affect any work or planting already completed.

32.11.2 At the back of the property, Fair Oaks has two raised bed gardens. Any vegetables, flowers or plants produced and grown by the efforts of the Master Gardeners and the Residents who choose to participate in the gardening efforts, are to be used and shared among all the Residents of Fair Oaks of Denton. These fruits of their labors should not be given to family, aides or friends.

32.11.3 The Master Gardeners also use the raised bed garden as a "Children's Garden" which is used to teach children how to tend a garden and care for plants. The children are on property from late March through mid-June. The children care for this garden and the plants it contains, and take their very best vegetables, flowers, herbs and fruits to compete in the "Veggie, Flower,

Herb, and Fruit Show” held in mid-June. After the children have taken their “harvest” to the show, Residents are allowed to pick vegetables, flowers, herbs and plants from the entire Fair Oaks Garden. During the time of the Children’s Garden planting and teaching, the Residents are welcome to join in. The Master Gardeners do requests during this time no one, including Residents, pick the best vegetables. The children are watching and saving “the best” for their show in May.

33 Guest Rules

- 33.1 **Only persons listed on the lease are allowed to live in the apartment.**
- 33.2 **Visitors/guests are defined as any person not on the lease, application or HUD Form 50059 regardless of age or relationship.**
- 33.3 **Guest is defined as a person temporarily staying in a unit with the consent of the tenant/Resident or another member of the household who has expressed or implied authority to consent on behalf of the tenant/Resident. [24 CFR 5.100] A guest is a temporary visitor of the tenant’s and should not be confused with an unauthorized occupant. Additionally, a guest is not a party to the lease agreement.**
- 33.4 **Guests are also recognized by PCHSP as a person who may drop by and visit a Resident without staying overnight.**
- 33.5 Residents shall not move other people into the apartment without having that person go through the application process and obtaining written consent of the Landlord.
- 33.6 Family members and friends are welcome for occasional short visits.
- 33.7 It is the Resident’s responsibility at all properties, excluding Fair Oaks, to greet his/her guest at the door between the hours of 5:00 PM and 8:00 or 9:00 AM. Staff are not permitted to allow any Resident guests into the building after 5:00 PM. Staff will refuse to let in any guests unless there is an emergency for illness or disability for a Resident.
- 33.8 Guest Registration: Residents shall complete an *Overnight Guest Registration* form for any guest staying overnight which can be found at the Business Office. Residents shall inform Management in writing of the name, address, and proposed length of stay of all guests who stay overnight at the site by filling out a *Guest Registration Form*.

- 33.8.1 If the guest has a car, it must be registered at the office.
 - 33.8.2 Residents are responsible for guests. Residents are responsible for the conduct of their guests.
 - 33.8.3 If a guest creates any nuisance or otherwise disturbs other Residents at the site, he or she will be required to leave the site immediately.
 - 33.8.4 Residents are also responsible for any damages to the unit, common areas, or other site premises caused by their guests.
 - 33.8.5 Proof of Residence: If management suspects that a guest has moved into a Resident's unit, Management has the right to demand proof that the guest doesn't live at the site. Management will investigate all suspicions of such. Refer to *Entering Resident Apartments*, p. 33.
 - 33.8.6 Acceptable proof includes current leases, utility bills, pay stubs, bank statements, car registration, mortgage coupon, or house deeds.
 - 33.8.7 The following proof will not be accepted: driver's license, phone book listing, tax returns, or any other documents that may contain out-of-date information.
- 33.9 Mail belonging to anyone other than those listed on the Lease SHALL NOT be delivered to a Resident's mailbox; this will imply residency and will be handled as a Lease Violation.
- 33.10 Limits on stays. No guest shall stay overnight at the site more than fourteen (14) days in a forty-five (45) day period. If the Resident requires a reasonable accommodation to allow a guest to stay more than fourteen (14) days in a (45) day period, the accommodation must be requested and approved before the guest is allowed to remain longer than the above-mentioned timeframe.
- 33.11 If a person is present on the property more than the number of days/nights outlined above, the Resident will be required to meet with the owner/agent to determine if the unauthorized occupant is part of the household. Notice will be provided and this meeting will be conducted in accordance with HUD guidelines. If it is determined that an unauthorized occupant is living in the unit, the owner/agent will issue notice of lease violation. The Resident may be given the option to add the person to the household, if the unauthorized person meets eligibility and screening criteria, and if the unit size will accommodate the addition of a household member. The Resident must also provide proof of alternative permanent residence for the unauthorized guest or, if the initial lease term has been fulfilled, the Resident may provide the PCHSP's *30 Day Move-Out Notice* form

submitting in accordance with the instruction on the form. Any housing assistance paid in error will be returned to HUD.

- 33.12 The owner/agent may pursue additional action, up to and including termination of tenancy and pursuit of fraud.
- 33.13 The number of overnight guests is limited to the local occupancy standards for the unit size.
- 33.14 Service providers, such as care-givers, are not defined as visitors or guests, but must be registered with the owner/agent if they will be present on the property for more than fourteen (14) days in a (45) day period.
- 33.15 Residents are responsible for all actions of their service providers, guests or visitors while on the property
- 33.16 Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code.
- 33.17 PCHSP also considers a guest(s) as those individuals of whom a Resident is providing babysitting or care giving services on a regular basis, and is discouraged as a general rule on PCHSP campuses.

34 Houseplants

- 34.1 Growing of plants is encouraged inside Resident apartments and designated outdoor public spaces ONLY. Residents shall not place plants of any kind outside of their apartments, except at Fair Oaks where they may be placed on patios or in flower beds.
- 34.2 Plants shall be cared for in such a manner as to not cause damage to the apartment or any part of the building or grounds. All plants must be insect and disease free. PCHSP Management reserves the right to remove dead, diseased and uncared for plants. No plants shall be hung from fire sprinkler heads or ceiling fixtures.
- 34.3 PCHSP Management has the final rule on all donated plants both living and artificial, planters, etc. and their locations in all common areas, inside, and outside of the buildings.

35 Laundry Room Rules

******Please see Fair Oaks Laundry Rules at the end of this section. They have a different laundry room set up and there are no set laundry room hours.******

- 35.1 Laundry room hours are from 8:00 AM-10:00 PM. Except for PCHSP Phases III, IV and Pioneer Place which will be from 9:00 AM-10:00 PM due to building design.
- 35.2 Residents shall use the laundry facilities only in such a manner, and at such times, as shall be designated by PCHSP management.
- 35.3 Only those persons living in a PCHSP building, a family member, a friend or someone from homemaker services who is assisting a Resident, have permission to use the laundry rooms. They should use only the laundry facilities located in the building where the Resident lives. The laundry facilities are only to be used for Resident laundry. Guest use is prohibited.
- 35.4 Before washing, shake clothes, blankets, rugs, etc. outdoors to remove dust, pet hair, etc. in addition to emptying all pockets.
- 35.4.1 Residents shall pre-rinse any items, in your apartment, that contain mud, feces, or other bodily fluids BEFORE washing them in the public washing machines.
- 35.5 Leave machines clean for others. Wipe out the inside of the machine after using and clean the dryer filters (lint traps) after each load. Wipe up spills, soap, water, etc. from the outside of the machine.
- 35.6 Remove clothes promptly from the washers and dryers so they are available for use by other Residents. If laundry is not removed promptly, it will be confiscated by the staff, and the Resident will have to come to the office to claim their property.
- 35.7 Residents shall not hang any laundry to dry in their apartments so that it can be seen from outside the apartment window. Wet clothes should also not be hung on the handrails in the bathroom to dry.
- 35.8 Laundry machines are provided for Resident use. Regular laundering shall not be done inside the apartment; this includes, but is not limited to, sinks, tubs and showers.
- 35.9 **DO NOT** use dye or anything that could damage or stain the inside of the washing machines.
- 35.10 **DO NOT** wash or dry any items which will leave an oil residue in the machines.
- 35.11 **Management assumes no responsibility for articles lost, stolen or damaged in the laundry room areas or the laundry machines.**
- 35.12 Keep the laundry room looking nice; throw away all trash in the trash can.

- 35.13 Please keep the office informed of any inoperable machines.
- 35.14 Should a Resident lose money in a machine, or the machine didn't work properly, he/she should go to the office for assistance or reimbursement.
- 35.15 Do not overload or over-stuff washers with laundry. If a machine is damaged and this is deemed the cause, the Resident will be charged for any repair or replacement cost.
- 35.16 **Residents are not allowed to have portable washing machines or dryers in their apartments.**

<p>*****Specific to Fair Oaks Laundry Rules:*****</p>
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- 35.17 Do not use more than two (2) washers, two (2) dryers or one (1) of each at a time, regardless of the amount of laundry you need to do.
- 35.18 Remember front load washers do not take as much detergent.
- 35.19 Do not put cigarette butts in the garbage cans. Smoking is not allowed in the Laundry Room.
- 35.20 Make sure the TV is turned off before leaving.
- 35.21 Do not turn off the AC or the heater.
- 35.22 Residents must ensure the door is locked and the lights are off each time they leave the laundry room. If it is after dark, also ensure the porch light is turned on.

36 Motor Vehicle Rules

- 36.1 Motor vehicles shall be parked only in the areas provided. In addition, no bicycles, cars, motorcycles, scooters, etc., are to be parked on the lawn, grounds, sidewalks or fire lanes; nor shall they be brought into the facility unless a space is designated inside the building by PCHSP Management. Anything with wheels is expected to be driven or parked ONLY on designated roadways, parking lots and driveways, not on grassy nor landscaped areas. No vehicles shall be parked in such a manner as to impede or prevent ready access to the entrance of the building or access to the trash dumpsite. Residents will be charged for damages or costs incurred from themselves or their guests in violation of this rule.

- 36.2 **ABSOLUTELY NO PARKING IN FIRE LANES.** Any fines or charges to PCHSP as a result of such will be billed to the Resident, Resident's family or friend in violation.
- 36.3 All parking spaces, including those marked with the wheelchair symbol, ARE on a first come, first served basis. The only exceptions are any space marked with a sign on a pole, marked "Resident Only" or the space may be reserved with a number. Please check before parking. If the space has a sign posted on a pole in front of it or has a number printed on the concrete, it has been assigned to a specific Resident.
- 36.4 Fair Oaks Residents must check with the office for current available visitor parking.
- 36.5 If you live at the East, West, or Pioneer Campuses, and have a vehicle, you must obtain a parking sticker from the DOCA or Business Office.
- 36.5.1 Parking at Phase V is limited to Residents who live in Phase V only. No guest or visitor parking is available at Phase V.
- 36.6 No more than one car per Resident shall be parked on a PCHSP campus.
- 36.7 The washing of Resident and/or a guest vehicle is NOT permitted on PCHSP grounds.
- 36.8 PCHSP staff are NOT permitted to drive, jump start, put air in tires or perform any other auto maintenance to a Resident, Resident family member, guest or subcontractor vehicle. Persons having car trouble SHALL call an outside service for any needed repair or assistance.
- 36.9 Vehicles leaking oil or other fluids are to be repaired or removed from the premises. Maintenance or repair work on motor vehicles shall not be performed on the premises, except that of an emergency nature. This excludes company vehicles. Failure to do so is in material non-compliance of your lease and grounds for eviction. The Resident is responsible for cleanup and/or repair of resulting damages.
- 36.10 All inoperable vehicles and vehicles with flat tires, outdated inspection stickers and license plates, as well as license plates which have not been changed to Texas license plates, may be towed away 48 hours after first notice. State laws mandate new Residents, who are moving in from out of state, have thirty (30) days to change their driver's licenses and vehicle tags to represent Texas residency. The State of Texas also requires all vehicles have a current annual inspection and the sticker placed visibly on the windshield.

- 36.11 Any vehicle without proper vehicle tags, including a registration sticker and current inspection sticker, will not be eligible for a PCHSP assigned parking space, until the vehicle is in compliance with the State of Texas Motor Vehicle law requirements. All vehicles are checked by PCHSP staff every 6 months for current compliance.
- 36.12 PCHSP is not responsible for any vehicles which are towed as a result of being parked in a fire lane or in a handicapped parking spot without proper documentation, nor are they responsible for a Resident vehicle being towed for having an expired registration or expired inspection sticker after proper notification.
- 36.13 Management reserves the right to tow any vehicle with any such problems as described herein.
- 36.14 Overnight guests must register their cars at the office using the *Overnight Guest Registration* form.

37 Bicycles, Mopeds, Small Wheeled Electric or Gas Powered Mobility Vehicles

- 37.1 The above mentioned are not allowed in the elevators, buildings, apartments or stairwells.
- 37.2 The above mentioned should be parked and locked in the provided bike racks. Management suggests using sturdy chains and locks.
- 37.3 PCHSP Management assumes no responsibility for any damages or stolen property.

38 Electric Medical Motorized Vehicles (EMD's) - Including, but not limited to, Electric Wheelchairs, Electric Scooters, and Power Chairs

- 38.1 It is the Resident's right to have assistive devices but the assistive devices CANNOT cause damage to the property.
- 38.1.1 It is the Resident's responsibility to keep the wheels on scooters, wheelchairs, small fold up utility carts, etc. in good, clean condition as well as skis, rubber stoppers, etc. on walkers.
- 38.1.2 It is also the Resident's responsibility to be able to maneuver such in a safe manner.

- 38.1.3 Owner/Operators are solely responsible for all upkeep and repairs on their EMDs.
- 38.2 To help ensure the safe operation of EMDs, EMDs should be operated on “low speed” at all times on any PCHSP campus.
- 38.3 The only person authorized to operate an EMD on the premises is the owner/operator who, if requested, can provide a physician’s verification of his/her need for the EMD.
- 38.4 EMDs can be parked inside the owner/operator’s apartment or the apartment of the Resident he/she may be visiting. EMDs should not be left unattended in the hallways, stairways, or other common areas. Exceptions may be made to accommodate special needs. Do not park EMD’s on the lawn, grounds, sidewalks, fire lanes, or under stairwells.
- 38.5 EMDs are to be recharged only within the owner/operator’s apartment.
- 38.6 Pedestrians are given the right of way at all times. EMDs should be driven on the right side of the hallways.
- 38.7 Extreme care should be taken while entering and exiting the elevators with an EMD. Owner/Operators should back into all elevators. Before entering or exiting an elevator, owner/operator must be able to visually inspect the area ahead and behind them to make certain that it is clear of all pedestrians and obstructions.
- 38.8 Owner/Operators of the EMDs are responsible for any damage caused by their EMD in excess of normal wear and tear.
- 38.9 PCHSP is not responsible for any damage to EMDs caused by other owners, Residents or guests.
- 38.10 No parking of EMDs is permitted in the common areas, except in the designated EMD parking areas, and outside the activity/crafts/exercise room as long as it does not block the hallway. Any unoccupied vehicle found in other areas may be moved, and it will be the responsibility of the owner to claim it. Use of EMDs in certain other areas of the building and at certain times of the day may be restricted due to congestion in the hallways and common areas. Such restrictions will be posted separately on the bulletin board by the mail boxes at least 24 hours beforehand.
- 38.11 If an EMD owner/operator drives an EMD in an unsafe manner, causes injury to other Residents or creates excessive damage to the property, the owner/operator may be required to provide third party verification of his/her ability to operate the EMD in a safe manner. Continued violations of this rule

may result in loss of EMD privileges.

38.12 PCHSP will not be held accountable for damages or injuries, or pay for damages or injuries to persons or personal property caused by an EMD owner/operator.

38.13 EMD owner/operator should follow any city ordinances regarding motorized vehicles and rules applicable to such.

39 Common Area Rules

39.1 The sidewalks, entrances, passages, vestibules, corridors, elevators, public halls and stairways of the building shall not be obstructed or used for any purposes other than entrance to and exit from the apartments in the building.

39.2 There shall be no unsupervised playing or any running in the public halls, stairways, elevators, elevator lobbies, trash rooms, community rooms, laundry rooms, breezeways, courtyards, or on the roof by Residents or Resident's guests or family.

39.3 No bicycles, cycles, carts, wheelchairs, or similar items shall be allowed to stand anywhere on the property including, but not limited to, public halls, passageways, stairs, stair landings, trash rooms or courtyards.

39.4 Smoking, including electronic cigarettes, vapors AND other tobacco free apparatus, are prohibited anywhere in any building, including Resident apartments. Smoking is only permitted outside the buildings, and at least 25 feet from all buildings, doors and windows. Smoking under any awning, in any trash room, breezeway, gazebo or pergola, regardless of the weather, *is not allowed*, unless designated by PCHSP as a smoking area.

39.4.1 In Denton, the city ordinance dictates one is only allowed to smoke if they are thirty (30) feet from any Denton city street, which includes Lattimore St. On our Fair Oaks of Denton property, smoking is only allowed in the designated smoking areas.

39.5 The *Smoke Free Policy* applies to PCHSP Residents, staff, families, guests, applicants, visitors and subcontractors. Applicant(s) will not be admitted for residency without having signed an acknowledgement of this policy as part of the initial admission interview and House Rules prior to moving in.

39.5.1 Noncompliance regarding this issue may result in a lease violation up to and/or including eviction. As a reminder, Residents are responsible for the adherence of this policy change for any family, guests, care workers, visitors, etc.

- 39.6 Bathing or conducting any other personal hygiene activity should only be conducted in the privacy of the Resident's own apartment. These activities are prohibited in all common areas, inside and outside of the building. This includes the public bathrooms, kitchen sink areas, decorative fountains in the courtyards, water fountains, and water spigots and hoses for garden areas.
- 39.7 The Community/Activity rooms are equipped with tables and chairs and are available for Resident use. Events and activities that are on the official Resident calendar are the recognized activities and are open to all Residents. Events must be planned through the Service Coordinator or DOCA to officially be added to the calendar.
- 39.8 The Community Kitchens are equipped with stove/oven, refrigerator, sink, and microwave. The appliances, floor, countertop, and sink must be cleaned after use. If you use any of the Community Kitchen appliances, you do so at your own risk.
- 39.8.1 PCHSP is not responsible for the replacement of any foods or beverages stored in the Community Kitchen by the Residents, i.e. goods in the refrigerator, goods stored in the pantry, or food cooking on the stove. Dishes, utensils, small appliances, napkins, cups, condiments, etc. found in the PCHSP kitchen areas, are property of PCHSP or the PCHSP Resident Councils. These dishes and utensils are available for Resident use and enjoyment in the community kitchen. It is the responsibility of the Resident or Residents using these items to clean and return them to the same place they were found to be enjoyed again at the next function, and they must not be taken home for personal use. Failure to do so will result in loss of privileges for the use of the Community Kitchen and kitchen items, as well as receiving lease violations.
- 39.9 Refer to *Community Space Reservation Form* for more information and how to reserve space in a common area.
- 39.10 Eating and drinking, outside a Resident's apartment, shall be limited to the first floor community room.
- 39.11 ALCOHOLIC beverages shall NOT be consumed or served outside of a Resident's apartment. Casual alcoholic beverage consumption is also not allowed in the community rooms, other common areas, or the exterior grounds of any PCHSP campus.
- 39.12 When outside of the apartment, such as when checking your mail, or watching television in the community room, Residents must be fully clothed

in a manner not disruptive to others.

- 39.13 Residents, guests, family members, etc. shall not leave the apartments in pajamas, nightgowns, dusters, robes, other sleeping attire, house shoes, slipper/socks.
- 39.14 Residents shall not leave the apartment barefoot or shirtless.
- 39.15 PCHSP understands some cultures and religions have needs and practices that may conflict with the above. Please complete a *Community Space Reservation* form explaining your needs and management will consider your request.
- 39.16 It is expected that Residents keep all elevator lobbies, sitting rooms, Resident kitchens, community rooms, laundry rooms, hallways, mailbox lobbies, etc. clean by picking up after themselves and using the receptacles provided.
- 39.17 Using hallway outlets to power personal household appliances is not allowed and considered theft.
- 39.18 Hallways are considered common areas and must remain free of obstacles. Rugs, plants, decorations, wheelchairs, walkers, etc. are not permitted outside of Resident apartments. PCHSP Management has the final say on all decorations located in the hallways.
- 39.19 Report spills on the floors or carpet in the common areas to the office immediately so they can be cleaned up.
- 39.20 PCHSP Management will work together with Residents to decorate and furnish the facilities, but management has the final say in placement of all donated and purchased furniture, decorations, plants, etc.
- 39.21 Any cost resulting from damage to common areas/buildings/properties will be charged to the Resident(s) responsible.
- 39.22 Sleeping in interior or exterior common areas is prohibited on any PCHSP campus. This includes kitchens, bathrooms, community rooms, sofas, chairs or any other location in the common areas.

40 Storage Space

- 40.1 Management shall have the right to assign and reassign storage space, and from time to time, with HUD approval, to curtail or relocate any space devoted to storage or laundry purposes. No storage items may be stored outside of the storage unit.

- 40.1.1 Where applicable, Management is not responsible for items stored in Resident storage cages for any reason and due to any cause.
- 40.1.2 Additionally, storage cages are not temperature controlled.
- 40.2 Residents shall not use bathtubs or ovens for storage. Bathtubs and ovens should only be used for what they were designed for. For example, laundry should not be done in the bathtub as the soap and lint clogs pipes. A bathtub should also not be used as an additional closet or garden area/terrarium. Ovens should not be used for the storage of pots and pans or dishes. This creates a fire hazard.

41 House Rules for East Campus 2nd Floor Activity Wing

- 41.1 The activity wing will be open to Residents Monday-Friday from 8:30 a.m. to 10:00 p.m. and from 9:00 a.m. to 10:00 p.m. on the weekends and holidays.
- 41.2 Doors will be locked from 10:00 p.m. to 8:30 a.m., Monday-Friday and 10:00 p.m. to 9:00 a.m. on weekends and holidays.
- 41.3 Absolutely no food, beverages or other liquids are to be used around the computer area.
- 41.4 No food or beverages in open containers are to be used anywhere in the activity wing except for the following:
 - 41.4.1 Bottled water or liquids in closed containers will be permitted in the exercise room and multi –purpose/craft room where there is vinyl flooring.
- 41.5 Usage of the activity wing rooms and spaces will be coordinated through the Service Coordinator.
 - 41.5.1 Sign-up sheets may be necessary.
- 41.6 Reservations for private use will be handled according to the policies and procedures listed in the *Community Space Reservations for Plano Community Home Sponsored Properties form*.

42 Noise

- 42.1 PCHSP buildings are not soundproof. Residents shall be respectful and understanding of neighbors and their noise, visitors, and daily routines.
- 42.2 Residents are responsible for the behavior and noise levels of all visitors. All Residents and Residents' guests must adhere to quiet hours.

- 42.3 All Residents shall make an effort to maintain an environment which does not interfere with the rights, comforts, privileges or conveniences of other Residents.
- 42.4 Playing of musical instruments, TVs, radios, CD/tape players or other sound generating items shall not be done between the quiet hours of 10:00 PM and 9:00 AM. Residents may only play sound generating items after quiet hours in the privacy of their apartment to a decibel level their neighbor will not hear. For electronic devices, headphones are an excellent option.
- 42.5 Residents are to make an effort to keep themselves, and guests, quiet during these hours in order to not disturb neighbors. This includes, but is not limited to, talking, hammering, moving furniture, etc.

43 Resident/Employee Relations

- 43.1 No Resident shall send any employee of PCHSP out of the building or off the grounds on any business or errand of the Resident at any time.
- 43.2 No money is to be accepted by any employee from either a Resident or Resident family member(s) for gratuities or any purpose.
- 43.2.1 Acceptance of cash tips by a staff member is grounds for termination of employment. It is the policy of PCHSP that Residents are never coerced, pressured, or expected to give gifts of any kind to staff, Board members, volunteers, etc.
- 43.3 Employees should not be hired before, during or after work hours by a Resident or Resident family for any means or private work; whether for the exchange of monies or at no cost. As well, a Resident or Resident family member should not be hired by a PCHSP employee for purposes of private work.
- 43.4 There shall be no lending or borrowing of monies between staff and Residents.
- 43.5 It is strongly recommended there be no lending/borrowing of monies between Residents. Any issues related to the lending/borrowing of monies between Residents are strictly between such Residents; staff will not assist in this issue.
- 43.6 There shall be no buying or selling of goods or services between staff and Residents, excluding craft items and Resident fundraisers.
- 43.7 It is strongly recommended that Residents not provide each other with medical services. These services should be provided by an outside entity certified and trained to do so.
- 43.8 For the protection of both the Residents and employees, Residents are not

allowed to ride in an employee's personal vehicle at any time, including during regularly scheduled work hours or after work hours. Please abide by this rule and not ask an employee to take you anywhere in his/her vehicle.

43.8.1 Residents should plan their schedules accordingly to pick up medications by filling out a *Transportation Request Form*, participate in the already scheduled trips, or find someone other than a staff member to assist them.

43.9 We all enjoy conversing, sharing, and eating with one another, but employees are not to be in Resident apartments for any reason other than to complete maintenance work orders, for pest control, scheduled inspections, Service Coordinator assessments or other official PCHSP business.

43.10 Residents should not invite employees to their apartments for enjoyment at any time during any part of the work day or at any time.

43.11 It is strongly encouraged that employees and Residents of PCHSP not have personal or dual relationships. Residents and staff shall not date, nor have sexual relations with one another.

44 Tolerance Policy

44.1 A Staff member found harassing a Resident, or a Resident found harassing a staff member, will not be tolerated.

44.2 PCHSP and Residents shall follow all laws in regards to Federal Fair Housing.

44.2.1 Title VIII of the Civil Rights Act, 42 U.S.C 3601. The Fair Housing Act is a broad statute that prohibits discrimination based upon race, color, religion, sex, national origin, disability, or familial status in most housing and housing-related transactions. (HUD Handbook 4350.3, May 2003, Glossary, p. 11).

44.3 Should the Resident choose not to follow Fair Housing Laws, he/she is doing so at his/her own risk.

44.3.1 The Resident will be responsible for all applicable fines if he/she is discriminatory towards any fellow Resident, staff, guest, or potential applicant or Resident.

44.4 All Residents who live at PCHSP shall be treated with respect and dignity by the staff. As well, the Residents of PCHSP shall treat the staff with respect.

44.5 Residents and staff shall be appreciated for the cultural differences they bring

to each campus. PCHSP will not tolerate discrimination by staff to a Resident, a Resident to a Resident, or a Resident towards a staff member.

44.5.1 The Management of PCHSP will not discriminate and all Residents and staff are expected to abide by such. PCHSP Management will not allow activities and behaviors which discriminate against another.

44.5.2 All activities which take place in PCHSP are to be open to all Residents. Private parties or rental of common areas is governed by the *Community Space Reservation Procedures*.

44.6 Gossip, slander, verbal abusiveness and other examples of intolerance will be considered a Lease Violation. Examples of verbal abusiveness include, but are not limited to, making rude comments about staff members, other Residents or outside guests, inappropriate jokes, verbally, or on paper, using the internet, etc. starting or spreading rumors about staff, Residents and guests, talking disrespectfully, yelling and swearing to anyone and any threatening behavior made toward another.

44.7 It is the Resident's responsibility to follow these *House Rules*. But it is not the Resident's responsibility to enforce these *House Rules* upon others. By attempting to enforce these *House Rules*, Residents are violating the *Tolerance Policy* which is considered a Lease violation. If a Resident has a concern, please complete a written incident report and let the staff handle the problem. If the problem is an emergency, call the office for immediate assistance. For further details, refer to the *Bullying Policy*.

45 Office Information

45.1 Quarters are available at the Business Office to make change for laundry, soda machine, etc. There is a \$ 5.00 limit on the number of quarters a Resident receives in a day.

45.1.1 The office does not accept bills larger than \$ 20.00 when requesting change for laundry or smaller bills, paying for transportation, purchasing stamps, etc. The only time a Resident is allowed to pay with larger bill denominations is when paying rent. Rent, however, must be paid in exact amounts.

45.2 Stamps are also available at the Business Office. There is a limit of purchasing ten (10) stamps per day.

45.3 Assistance with copies, faxes, the purchase of some office supplies and transportation tickets, in addition to the cashing of checks, can be taken care of at the business office.

- 45.4 The above services are a privilege for our Residents and at times the office may run low on our supply of stamps, quarters and petty cash.
- 45.5 ***Business Office Hours are posted on the Business Office doors. However the Business Office phone will be answered twenty-four (24) hours a day, seven (7) days a week.***
- 45.6 Most services are only available Monday-Friday during posted office hours. Residents are expected to follow posted office hours.
- 45.7 There is a check cashing limit of one check per day and checks cannot be written for more than \$ 25.00, not to exceed \$ 50.00 total in one month's time. This service is not available evenings, weekends and holidays.
- 45.8 Should a Resident give the business office a check for a non-sufficient amount, he/she will be required to bring cash, a money order or personal check to the office to pay such debt in full. Except for the first offense, Residents will be responsible for any other fees incurred from the facility's financial institution related to the non-sufficient check.
- 45.8.1 After three non-sufficient checks are received at the office, the Resident will lose check writing privileges for two (2) years.
- 45.9 The office will not accept, nor hold, postdated checks for rent, petty cash, transportation or stamps etc.
- 45.10 Personal checks written for stamps, petty cash and transportation tickets could take up to 4-6 weeks to be deposited.
- 45.11 Staff does not accept packages or deliveries which require a signature. Staff are also not responsible for any Resident items left in the office for pick-up by the Resident. Please make arrangements with friends or neighbors to accept such packages.
- 45.12 Staff is not permitted to take packages and items from a Resident's car or the office, to his/her apartment. The Resident must make arrangements with friends or family members to move such items.
- 45.13 Residents are required to check their memo boxes on a regular basis. This is how the office best communicates requests for required paperwork, notifications of apartment inspections, changes to normal schedules due to construction or repairs, cancellations or changes in times and dates for social functions, etc.
- 45.14 As a general rule, Resident Managers are on-call from 10:00 p.m. until the office staff relieves them in the morning. Please do not disturb them during

office business hours for general office services, non-emergency work orders or questions of a general nature that can wait until posted office hours. **However, after business hours from 10:00 pm to 8:00 am on weekdays and from 10:00 pm to 9:00 am on Saturday and Sunday, the Resident Managers are on duty as overnight staff. If you have an emergency or issue, please do not hesitate to call the business phone or press your CISCOR pendant for emergency help.**

- 45.15 You are expected to contact Resident Managers for any type of emergency or incident that requires immediate assistance including medical emergencies, water leaks, suspicious persons or behavior, House Rule violations related to fire or general safety, etc.

46 Fire Safety

- 46.1 **It is the policy of PCHSP that all Plano Residents evacuate the building every time a fire alarm sounds.**

******Note: Due to its layout, Fair Oaks has a different fire evacuation plan. Therefore, there is no single fire alarm system requiring evacuation of all Residents as described above. This policy does not apply to Fair Oaks Residents.******

- 46.2 PCHSP staff is not allowed to physically move or assist Residents in case of fire or emergency.
- 46.3 In the past, firefighter personnel have instructed any Resident who is physically unable to safely evacuate the building to stay inside his/her apartment, open a window and hang a blanket or bed sheet from the window indicating assistance is needed. Any Residents who plan to remain in their apartments have been instructed to talk to the Service Coordinator and have their names added to the REAL list (Resident Evacuation Assistance List).
- 46.3.1 Residents who choose this option shall meet with the Service Coordinator to have their name added to the *Resident Evacuation Assistance List* which will be given to firefighter personnel, etc. in the event of an emergency.
- 46.3.2 Failure to evacuate safely or stay in one's apartment and not having one's name on the evacuation list, will result in a Lease Violation which can lead to an eviction.
- 46.4 **Failure to cooperate during a fire alarm or emergency including, but not limited to:** calling the office to ask if it is a false alarm, sitting in the elevator lobbies or standing in front of the fire panels, or in any way interrupting staff who are trying to investigate why fire alarms are sounding, etc. is considered a lease

violation.

- 46.5 When evacuating, APARTMENT DOORS SHOULD BE CLOSED BEHIND YOU as each apartment door is fire rated and is a very important protection device in case of fire. Refer to the *Fire Evacuation Procedures* in your Resident Handbook.
- 46.5.1 When smoke detectors go off in your apartment related to non-life threatening events, such as burnt toast, heater burn off, etc., apartment windows should be opened, kitchen and/or bathroom exhaust vents turned on and the office called for assistance.
- 46.5.2 Apartment doors leading into the hallway should not be opened; in doing so, the general alarm may sound which would cause an unnecessary building evacuation and fire department dispatch. Excessive false alarms resulting in the dispatch of the fire department can result in fines billed to the offending Resident in the amount of \$ 200.00 per offense.
- 46.5.3 Residents are required to call the office when their smoke detector is tripped in order that staff can assess the situation since the apartment detectors are not directly connected to the general alarm.
- 46.5.3.1 West Campus apartment smoke detectors must be reset by a staff member.
- 46.5.4 It is the Resident's responsibility to call the office when a battery for the battery backup in the smoke detector needs to be replaced.
- 46.5.5 Under no circumstances shall a Resident turn off the electrical breaker to the smoke detector(s). THIS IS A LEASE VIOLATION. If it is found, after an investigation, that the breaker to the smoke detector was turned off, any and all damages incurred as a result of this violation will be charged back to the Resident.
- 46.6 Residents shall not allow housekeeping problems that pose fire or safety hazards in their apartments including, but not limited to, the following:
- 46.6.1 Furniture, wheelchairs, satellite dishes inside the apartment that block egress, or other items that block the entry hallway.
- 46.6.2 Paper or other items that are less than 18 inches from the oven door when it's open.
- 46.6.3 Furniture, newspapers, or other items which make it hard to move around the apartment or trash, paper or refuse that could ignite.
- 46.6.4 There shall be an 18 inch clearance on and around all fire sprinklers and electrical boxes in Resident apartments.

- 46.6.5 Residents shall not store any items in the oven, on top of the stove or burners nor on top or in the water heater area.
 - 46.6.6 Burner covers are not allowed to be used on any PCHSP campus as they pose a fire hazard. Use of burner covers is a lease violation.
 - 46.6.7 It is considered a fire risk to cover your stove's drip pans in aluminum foil. Please do not do this. Covering your stove's drip pans in aluminum foil is a lease violation.
 - 46.6.8 Open flames of any kind, including the burning of any type of candle and incense, is prohibited. We suggest candle warmers or battery operated candles in the place of lighting traditional wick candles. Those requiring candles for religious practices should see their Service Coordinator for a *Reasonable Accommodation*.
 - 46.6.9 Combustible items including, but not limited to, portable heaters, gas cans, propane tanks, etc. shall not be kept in the apartment, general storage area, stairwells or anywhere on PCHSP campuses.
 - 46.6.10 Any gas/propane grill on any PCHSP campus acquired before July 1st, 2015, must be used and stored 10 feet from any building. After July 1st, 2015, Residents, their families, friends, guests, etc. are prohibited to operate or store a gas/propane grill on any PCHSP campus.
 - 46.6.11 Storing anything in stairwells is a fire safety violation and will result in fines from the City of Plano. Residents shall not store anything in or under the stairwell area.
 - 46.6.12 Newspapers need to be placed in recycling containers. If the recycle bin is full, please take your newspapers to the dumpster.
 - 46.6.13 Residents are not to store or place anything in front of bathroom heaters. This poses a fire hazard and is a lease violation.
- 46.7 Residents may use charcoal barbeque grills outside and away from building doors and windows, a minimum of 15 feet from the building, if they are in good condition and do not cause a safety or fire hazard to others. Residents are reminded to not throw hot coals into the dumpster.
- 46.7.1 On the East Campus, grills may not be used in the breezeways.
 - 46.7.2 Residents are responsible for cleaning the grill and surrounding area after use.
 - 46.7.3 If there is a working PCHSP grill, Residents may reserve its use through the Service Coordinator or the office.
 - 46.7.4 Outside grease fryers, which are used for frying turkeys and fish fries, are not allowed on outside properties of PCHSP buildings. This includes courtyards, breezeways, etc.

47 General Safety

- 47.1 All PCHSP buildings have all electric apartments. The electric wiring system is designed to accommodate the usual kitchen and household appliances. Residents are **not** permitted to use building utilities for personal use. This includes Residents using building electricity for charging motor scooters, electricity for the apartment via an extension cord, etc. Our electrical system is not designed to manage any extra appliances such as but not limited to, deep freezers, dishwashers, washing machines, clothes dryers, additional refrigerators, garbage disposals, etc. Portable heaters, and hot plates are not allowed because they present a fire hazard.
- 47.2 Residents are encouraged to use safety precautions at all times. Exterior doors are locked in the evening and on weekends. Secured buildings cannot be guaranteed by PCHSP.
- 47.3 Residents/guests shall not prop open Common Area doors nor any exit doors. This creates a safety hazard. As well, the doors are made of glass and the locking system could fail at any time.
- 47.4 Potentially harmful weapons and guns are prohibited on PCHSP premises. This includes locked gun cabinets. Any Resident, or guest of a Resident, found in possession of a harmful weapon on any PCHSP campus will be subject to disciplinary action, up to and including eviction.
- 47.5 **Because Management must protect the property and Residents, PCHSP will have the final say on any issues regarding safety and security.**

48 Insurance

- 48.1 PCHSP is NOT responsible for theft, loss or damage to personal property nor any personal expenses or obligations owed of any occupant.
- 48.2 PCHSP campuses carry adequate insurance for both its buildings and properties.
- 48.3 All Residents of PCHSP are strongly encouraged to purchase renter's insurance. PCHSP's insurance only covers the building and building property. If damage occurs to a Resident's unit, PCHSP will restore, repair or clean the apartment walls, fixtures and parts attached to the building but does not pay for the cleaning, repair or replacement of the Resident's personal property.

49 Medical/Emergency Safety

- 49.1 Pendants are issued to all Residents at move-in. In case of emergency, the Resident should press the pendant to alert staff.
- 49.2 Staff is instructed to call 911 in the event of any emergencies. Staff is not permitted to assist Residents off the floor if they have fallen, give medicines, nor “treat” Residents in any way.
- 49.3 Staff will provide 911 and paramedics or family members with information from the Resident’s most current *Resident Information Sheet* on file with the office and provide access to the building/apartment.
- 49.4 It is in the Resident’s best interest to keep an updated copy of an Emergency Card/File for Life on his/her refrigerator/back of apartment door. These are available from the Service Coordinator or in the office during normal business hours. Placing the Emergency Cards/File of Life in or on your medicine cabinet is fine too.
- 49.5 It is the staff’s intention to respond to emergencies as they happen, BUT please note that if PCHSP staff is responding to another urgent issue, the emergency pendant call or the business office phone could go unanswered. In this instance, the voicemail system will be activated.
 - 49.5.1 Office phones and the pendant system may not work during a power outage or at times of equipment failure. In such cases, it is the responsibility of the Resident to call 911 on his/her personal phone.
- 49.6 Resident pendants do not work when a Resident leaves the property. Residents should leave their pendant in their apartment when leaving the property. Leaving the property with the pendant, results in an alert on the pendant system.
- 49.7 The pendants are not to be used for non-emergency calls to the office. Pressing a pendant sets the emergency 911 system in motion.

50 Transportation

- 50.1 Residents living at PCHSP in Plano have transportation available to them providing *Transportation Policies and Procedures* are followed. PCHSP’s Denton property receives transportation on the 3rd Monday of each month.
- 50.2 *Transportation Request Forms* are located outside the business office and must be completed and returned to the office.

50.3 Refer to the *Transportation Policies* for more information.

51 Utilities

- 51.1 Residents must make every effort to conserve utilities and abide by PCHSP energy conservation plans. As stated previously, propping open apartment/screen doors or exterior building doors is strictly prohibited for any reason. This rule is strictly enforced because propping open doors uses additional energy to cool or heat PCHSP buildings, resulting in higher utility cost for the buildings, additional pests control costs, safety issues, etc.
- 51.2 Residents are responsible for the electricity costs incurred in their unit beginning with the day the lease is signed through the last day of the 30 day *Move Out Notice*. Residents are also responsible for telephone and cable/satellite service costs. Residents are responsible for notifying the office if their electric service has been terminated for any reason, including but not limited to nonpayment, billing issues, etc.

52 Miscellaneous

- 52.1 The Landlord holds both security and pet deposits.
- 52.2 Cordless and cell phones are prohibited at PCHSP presentations, meetings, etc. unless they can be placed on silent mode, as they disrupt the presentations/meetings for others.
- 52.3 Residents are not eligible to become an employee of any PCHSP.
- 52.4 Soliciting will not be permitted in any PCHSP building.
- 52.4.1 If an outside solicitor comes to a Resident's door, the Resident should notify the office immediately so the solicitor may be removed from the premises.
- 52.4.2 There should be no door to door soliciting of neighbors by staff or Residents such as cookies sales, school fundraisers, petitions, etc.
- 52.5 There shall be NO FEEDING of stray or wild animals or birds unless birds are being fed birdseed from bird feeders.
- 52.5.1 The area around or below the birdfeeders must remain clear of excess food.
- 52.6 Residents are responsible for reading and abiding by information published in the monthly Resident newsletter and memos in their boxes or delivered to their doors.

Acknowledgement Page:

1. **ANY VIOLATION OF THESE RULES WILL BE HANDLED IN ACCORDANCE TO THE PCHSP *LEASE VIOLATION PROCEDURE*.**
2. The ***House Rules*** stated above, and any subsequent revisions, are a part of the existing Resident lease. Policies are subject to change as management reserves the authority to change the ***House Rules*** as the laws and issues change at any time and will notify Residents in accordance with current HUD regulations. Updated policies will apply to all current and future Residents.
3. By signing below, I (we) acknowledge receipt of all 67 (sixty seven) pages of the ***House Rules***, I (we) have read and agree to abide by the ***House Rules*** and further I (we) have been given an opportunity to ask questions pertaining to the ***House Rules***.

WITNESS

Plano Community Home, Inc. (East Campus), Plano Community Home Phase III, Inc., Plano Community Home Phase IV, Inc., Plano Community Home Phase V, Inc. (West Campus), Pioneer Place Senior Housing, Inc. (Pioneer Place), Pioneer Place Senior Housing, Inc. II, and Fair Oaks of Denton, Inc.

LANDLORD

Date: _____

By: _____
Landlord Representative

Date: _____

Resident

Date: _____

Second Member if Applicable

As a staff member I agree to be knowledgeable of, to abide by and to enforce these ***House Rules***.

Date: _____

By: _____
Staff Member Signature

Plano Community Home Sponsored Properties does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (CFR, part 8 dated June 2, 1988).

Lee Ann Hubanks, President

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Plano, Texas

(972) 424-9800

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